

LICENSE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
THE TREE HOUSE CHILD ADVOCACY CENTER OF MONTGOMERY COUNTY MD, INC.

DATE: 01/28/2022

TABLE OF CONTENTS

Paragraph

1. Licensed Premises
2. License Term
3. Early Termination
4. License Fee
5. Use Licensed Premises
6. Assignment
7. Condition of Licensed Premises
8. Alterations and Improvements
9. Liens
10. Services and Operating Expenses
11. Furniture, Fixtures and Equipment
12. Liability, Property Damage and Fire Insurance
13. Hold Harmless
14. Responsibilities of Licensee
15. Destruction of Licensed Premises
16. Default
17. Access
18. Surrender of Possession
19. Notice of Accidents, Defects or Damage
20. Compliance with Laws
21. Waiver
22. Non-Discrimination
23. Public Employment
24. Mailing Notices
25. Resident Agent
26. Prohibition of Hazardous Substances
27. Non-Appropriation
28. American Disabilities Act Requirements
29. Eminent Domain
30. Force Majeure
31. Entire Agreement
32. Modification
33. Governing Law
34. Claims
35. Parking
36. Holdover

Exhibit A –Licensed Premises

Exhibit B – Contract # 1100369

Exhibit C – Lease Agreement between County & EB Rockville, LLC

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License"), made this 28 day of January 2022, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (the "County") and THE TREE HOUSE CHILD ADVOCACY CENTER OF MONTGOMERY COUNTY MD, INC., a Maryland corporation ("Licensee"), (the County and the Licensee together the "Parties").

WITNESSETH:

WHEREAS, the County is a lessee under that certain lease agreement dated September 28, 2000, as amended by that First Amendment to Deed Lease dated June 27, 2011, by and between the County and EB Rockville, LLC as successor-in-interest to FP Gude, LLC ("Landlord") and the County (the "Lease"), for 48,002 square feet of office space located on the first floor at 7300 Calhoun Place, Rockville, MD 20855 (the "Building"), and

WHEREAS, the County, through its Department of Health and Human Services, created a public/private partnership to provide an array of integrated services from child victims of sexual/physical abuse and neglect. The program's mission is to keep child victims safe from maltreatment through collaborative efforts with DHHS, Child Welfare Services, Montgomery County Police, and the State's Attorney's Office. The multi-agency effort represents an integrated, child-focused approach dedicated to reducing trauma and promoting healing for child victims of sexual/physical abuse and neglect.

WHEREAS, the County entered into Contract Number #1100369 (the "Contract") with Licensee to provide medical evaluations, forensic interviews, ongoing mental health therapy, victim support and advocacy services, integrates care coordination, and other related services to a minimum of 700 child victims of sexual/physical abuse and neglect, including their non-offending families ("clients"); and

WHEREAS, the Licensee has agreed to provide such services in a portion of the Building as defined in this License Agreement, and the County has agreed to grant Licensee this License at the Building for that purpose.

WHEREAS, the Licensee, as the County's contractor and subtenant who shall be occupying the Licensed Premises exclusively on the County's behalf, shall abide by all of the terms and conditions set forth in the Lease. A copy of the Lease is attached hereto and made a part hereof as Exhibit C.

In consideration of the covenants contained in this License, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties mutually agree as follows:

1. LICENSED PREMISES: The County does hereby grant the Licensee the privilege, license and right to use approximately 5,000 square feet on the first floor in Suite 700 at the Building (the "Licensed Premises") as depicted on **Exhibit A** attached hereto and incorporated herein. Licensee's use of the Licensed Premises is for the exclusive purpose of providing and operating a program of services focusing on the Tree House Child Advocacy Center of Montgomery County as more fully described in the Contract attached as **Exhibit B** and incorporated as if fully set forth herein.

2. LICENSE TERM: Licensee is in possession of the Licensed Premises. The License term shall run concurrently with the Contract term, as amended, unless earlier terminated in accordance with the terms of this License. Notwithstanding the foregoing, this License will terminate automatically upon the termination of the Contract or the Lease.

3. EARLY TERMINATION: It is agreed between the Parties that this License may be terminated at any time during the License Term by the County giving thirty (30) days written notice of the termination. The County is under no obligation to provide alternate space for Licensee and is not responsible for any moving costs or any expenses incurred by Licensee to relocate or move whether such move or relocation is the result of termination or any other reason.

4. LICENSE FEE: In consideration of services provided by the Licensee as set forth in attached Contract, and for the rights and obligations provided for in this License,

Licensee shall pay to the County One Dollar (\$1.00). Licensee shall make all payments in advance on the first day of the License Term, payable by check to: Montgomery County, Maryland, Department of General Services, Office of Real Estate, P. O. Box 829464, Philadelphia, PA 19182-9464.

5. USE OF LICENSED PREMISES: Licensee covenants and agrees that it shall use the Licensed Premises, exclusively, to provide an array of integrated services for child victims of sexual/physical abuse and neglect which services are further described in the Contract, attached as Exhibit B (the "Permitted Use"). Licensee agrees to ensure compliance with all licensing and operational requirements regulating its use of the Licensed Premises. Licensee shall be responsible for obtaining all licenses and certifications required by State, Federal, and County law to operate the program as defined in the Contract. Failure to obtain and maintain any certifications and licenses required under State, Federal, or Local law to operate the program as defined in the Contract will constitute a breach of this License. Licensee will use and occupy the Licensed Premises during the License Term for no purpose other than the Permitted Use.

6. ASSIGNMENT: The Licensee shall not assign, transfer, mortgage or otherwise encumber this License or sublet or rent (or permit a third party to occupy or use) the Licensed Premises or any part of the Licensed Premises.

7. CONDITION OF LICENSED PREMISES: Licensee accepts the Licensed Premises in "as is" condition. Licensee agrees to maintain the Licensed Premises in good condition and free of clutter throughout the License Term. Licensee acknowledges and agrees that at the end of the License Term, it will return the Licensed Premises to the County in the same condition as when Licensee accepted the Licensed Premises, with reasonable wear and tear and damage due to casualty excepted.

8. ALTERATIONS AND IMPROVEMENTS:

A. Landlord's Approval. As per the terms and conditions of Article 13. Initial Construction; Alterations of the Lease attached as Exhibit A, the Licensee must obtain written consent from the Landlord and County prior to conducting any alterations, changes or improvements to the Licensed Premises.

B. If and when the Landlord and County grant their consent to the Licensee under subparagraph A above, Licensee shall be responsible for the acquisition of any and all necessary permits and for the observance of all building and zoning ordinances and regulations then in effect. Failure to adhere to any previously approved plans, applicable ordinances or regulations shall be deemed to be a breach of this License. In the event that the completed work is not satisfactory to the Landlord or County, Licensee shall undertake any necessary corrections at Licensee's risk and expense.

C. The County reserves the right to require Licensee to remove all alterations made to the Licensed Premises, or to otherwise require that such alterations remain upon the Licensed Premises and be surrendered therewith at the expiration or earlier termination of this License. If the County requires the removal of the alterations, Licensee shall do so at its sole costs and expense, and shall be responsible to the County for any and all damage resulting therefrom to the Licensed Premises or Building. If the County requires the removal of the alterations and Licensee fails to do so, the County may (but shall not be obligated to) remove the alterations and charge to the Licensee any cost associated with its removal of the alterations which cost shall be paid by the Licensee promptly upon demand.

9. LIENS: Licensee shall not do or suffer anything to be done whereby the Licensed Premises shall be encumbered by any lien, including mechanic's liens. Licensee expressly covenants and agrees that it will, during the term hereof, within sixty (60) days after the filing thereof, promptly remove or release, by the posting of a bond or otherwise, as required or permitted by law, any lien attached to or upon the Licensed Premises or any portion thereof by reason of or any act or omission on the part of Licensee, and hereby expressly agrees to save and hold harmless the County from and against any such lien or claim of lien. In the event any such lien does attach, or any claim of lien is made against the Licensed Premises, and shall not be thus released within said sixty (60) day period, the County, in its sole discretion (but nothing herein contained shall be construed as requiring it so to do), may pay and discharge the said lien and relieve the Licensed Premises from any such lien, and Licensee agrees to pay and reimburse the County upon demand for or on account of any expense which may be incurred by the County in discharging such lien or claim.

10. SERVICES AND OPERATING EXPENSES:

A. By County: Subject to and contingent upon annual appropriation by the County Council and except for work necessitated by reason of Licensee's negligent or wrongful act, the County agrees to provide within the Licensed Premises, at the County's sole cost and expense the services listed below. All such services shall be provided and performed at the same level and manner as provided and performed for all similar Montgomery County serviced properties. It should be noted that this Building is neither owned nor managed by the County and therefore typical responsibilities that the County assumes are no longer necessary. The Landlord of the Building shall maintain the Licensed Premises as required under the Lease in a full service capacity for the benefit of the Licensee with the exception of the following County provided services:

- i. Utilities, including electric, gas, fuel oil and water.
- ii. The County shall maintain, repair, and replace any County owned computer, phone/data systems, CCTV and security systems servicing the Building. However, the County shall not be held responsible for any CCTV and security systems that the landlord manages and operates.
- iii. All custodial, janitorial and recycling services in the Licensed Premises, including the bathrooms (if any). Proper routine maintenance and repair (i.e. cleaning, waxing, sealing, shampooing) of all flooring products (i.e. luxury vinyl tile, VCT, porcelain tile, carpet, sealed concrete, etc.).
- iv. County owned kitchen appliances if applicable. The County shall maintain, repair and/or replace all kitchen appliances. Such appliances include but are not limited to the following: refrigerators, ovens, microwaves, etc.
- v. Telephone service except for Licensee's cellular service.

B. By Licensee: Licensee agrees to provide within the Licensed Premises, at Licensee's sole cost and expense the services set forth below.

- i. All custodial, janitorial and recycling services for the medical exam rooms that serve the Licensee's clients.
- ii. Bed bug infestation remediation and removal.
- iii. Cellular telephone service.
- iv. Licensee owned kitchen appliances if applicable. The Licensee shall maintain, repair and/or replace all kitchen appliances. Such appliances include but are not limited to the following: refrigerators, ovens, microwaves, etc.
- v. Any proprietary systems (i.e. computer systems, phone systems, etc.) that require maintenance and/or replacement shall be at the sole responsibility and cost of the Licensee.
- vi. If a grease interceptor is required by applicable governmental law to operate the kitchen, Licensee at its sole cost shall perform all applicable routine maintenance and repair of this equipment.
- vii. Appliance replacement when, in Landlord's or the County's sole judgment, replacement is necessary due to abuse, misuse, deterioration, or negligence on the part of Licensee, its employees, patrons or agents. All appliances shall be approved by the County prior to their installation. Licensee must apply, if available, for any warranties for new appliances acquired for the facility.
- viii. Licensee shall not proceed with or use any unusual or hazardous materials in the performance of these requirements without consent of the County. Licensee shall be solely responsible for the proper use, storage, removal and disposal of any medical supplies and/or medical waste from the Licensed Premises.
- ix. Licensee, at its sole cost and expense, shall use one of the County's designated vendors to paint the

interior premises. Specifications of type of paint and colors shall be provided by the County. This section shall not apply to Licensee in the event that the County is afforded a build out from the respective Landlord.

- x. Notwithstanding the obligations of the County regarding certain maintenance, Licensee will be responsible for damage to the interior of the structure, or contents of the Licensed Premises due to the willful or negligent acts of Licensee, Licensee's employees, patrons, invitees, clients, residents, or agents. In the event of such damage, the Licensee shall immediately notify the County in writing and Licensee shall make the necessary repairs or replacement to the satisfaction of the County, at Licensee's sole cost and expense or the County shall make such repairs or replacements for which Licensee shall promptly reimburse the County.

A summary of such repairs shall be transmitted quarterly to the Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850, Attention: Director of Real Estate.

11. FURNITURE, FIXTURES AND EQUIPMENT: At the termination of this License, Licensee must deliver to the County the Licensed Premises in good, clean condition, reasonable wear and tear excepted. All items which are attached to the Licensed Premises, or are a part of the Licensed Premises systems at the time the Licensed Premises is delivered to Licensee, shall remain with the Licensed Premises. Any personal property remaining within the Licensed Premises after termination of the License shall become property of the County. The County shall dispose of any such property in the manner it deems appropriate and may charge to Licensee any costs associated therewith, which costs shall be paid by Licensee promptly upon demand.

12. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

A. Insurance Requirements:

i. Licensee agrees to obtain and maintain, during the full term of this License, and any extension thereof, a policy of general liability insurance with a minimum limit of liability of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate for bodily injury and property damage including Contractual Liability, Premises and Operations, Independent Contractors, Personal Injury, fire liability and Sexual Abuse and Molestation issued by an insurance company licensed in the State of Maryland and acceptable to the County.

ii. Licensee agrees to obtain and maintain, during the full term of this License, and any extension thereof, a policy of Automobile Liability Coverage with a minimum limit of liability of One Million Dollars (\$1,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including owned automobiles, hired automobiles and non-owned automobiles.

iii. Licensee agrees to obtain and maintain, during the full term of this License, a policy of workers' compensation and employers' liability meeting all statutory requirements of the State of Maryland with the following minimum Employers' Liability limits; *Bodily Injury by Accident - \$100,000 each accident, Bodily Injury by Disease - \$500,000 policy limits and Bodily Injury by Disease - \$100,000 each employee*

iv. Licensee agrees to obtain and maintain, an All-Risks Property Policy during the License term and any renewal terms to protect the full replacement value of all contents of the Licensed Premises and all interests of the Licensee, the County and the Property of Others against any loss. Any deductibles under this policy shall be funded by the Licensee. The County does not provide any coverage for Licensee's or Licensee's clients' or residents' owned contents and/or improvements to the Licensed Premises. County shall be named as a loss payee as their interests may appear.

B. Additional Insured: The Licensee's Liability Policies must list Montgomery County, Maryland as an additional insured and all insurance policies obtained by the Licensee as required by this License Agreement must provide that the Licensee will give the County written notice of amendment, cancellation, termination or non-renewal, no

later than forty-five (45) days prior to amendment, cancellation, termination or non-renewal. The Licensee must provide on an annual basis evidence that is satisfactory to the County of the insurance coverages required under this License Agreement and, if requested, copies of policies.

C. Certificate of Insurance: The Licensee must, within forty-five (45) days from execution of this License Agreement, deliver to the County a certificate(s) of insurance and copy of policies evidencing the coverages required under this License Agreement. The certificates must be issued to: Montgomery County, Maryland, Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850. Licensee has the obligation to assure that the County always has a valid Certificate of Insurance and complete copies of the policies.

D. Subrogation: If a casualty or other occurrence which should be covered by the insurance required by this License Agreement occurs, the Licensee must look solely to its insurer for reimbursement and the Licensee must ensure that such insurance is so written that the Licensee's insurer waives all rights of subrogation and shall have no cause of action against the County, its agents, or employees as a result of such casualty or occurrence. The Licensee waives and releases all right of recovery which it might otherwise have against the County or its agents or employees by reason of any loss or damage resulting from such casualty or other occurrence.

E. County's Insurance: The County will maintain its normal fire and liability insurance on the Licensed Premises. The County reserves the right to self-insure.

13. HOLD HARMLESS. Licensee agrees to indemnify and hold harmless and pay for the defense of the County from any and all claims of liability, actions, damages and expenses, including, but not limited to, reasonable attorneys' fees and litigation costs, arising out of or related to Licensee's use of possession of the premises, including but not limited to play fields and play areas, from any breach of this License by Licensee, or from any claim, action, damage, liability or expense occasioned wholly or in part by any negligent act, errors or omission of Licensee, its agents, contractors, guests, licensees, invitees, residents, patrons or employees, except such claims, actions or damages as may

be occasioned by the negligent acts or omissions of the County, the County's employees, agents and contractors. Licensee further specifically agrees to hold the County harmless and pay for the defense of the County from any claim of liability made in connection with any construction or installation of equipment by the Licensee within the Licensed Premises, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the Leased Premises hereinabove described.

14. RESPONSIBILITIES OF LICENSEE: Licensee covenants and agrees as follows:

A. Licensee shall not conduct or permit any activity, or any material or explosive within the Licensed Premises, at the Building or the common areas thereof which will increase the rate of fire insurance on the Licensed Premises or the Building beyond the ordinary risk established for the type of operations described in Paragraph 5, above. Any such increase in the insurance rate due to the above, or due to Licensee's operations within the Licensed Premises, shall be borne by Licensee. Licensee shall not willfully do any act or thing in or about the Licensed Premises which may make void or voidable any insurance on the Licensed Premises, and Licensee, upon receipt of the same in writing, agrees to conform to all rules and regulations established from time to time by the County, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.

B. Licensee shall not use or allow the Licensed Premises or any part thereof to be used for any illegal, unlawful or improper purpose or for any act or thing that may be a nuisance, annoyance, inconvenience, or cause damage to the Licensed Premises, adjacent properties or the adjacent neighborhood.

C. Licensee shall not place upon the Licensed Premises any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by County. However, at the Licensee's sole cost and expense, the Licensee shall be required to place upon the Licensed Premises signage prohibiting smoking or vaping of any kind in and around the Licensed Premises.

D. Licensee acknowledges that all responsibilities of Licensee relating to the use or misuse of the Licensed Premises and anything therein shall be construed to include use or misuse thereof by Licensee's agents, employees, patrons, guests, licensees and invitees.

E. Licensee shall not have animals in or about the Licensed Premises. This provision does not limit Licensee or Licensee's clients' rights to have bona fide service animals on the Licensed Premises. Licensee is solely responsible for the proper care of service animals in the Licensed Premises and in keeping the Licensed Premises clean and free of debris and waste associated with the care and feeding of service animals.

F. Licensee, upon receipt of the same in writing shall comply with all reasonable rules and regulations with regard to the use of the Licensed Premises that may be from time to time promulgated by County or the Landlord, and any violation of said rules and regulations upon the expiration of any applicable notice and cure period shall be deemed to constitute a violation of this License.

G. Licensee must maintain in good condition, and promptly and diligently repair any damage to (or replace if reasonably necessary in the circumstances), any trade fixtures.

H. Licensee must require and assure that all entrance doors and windows in the Licensed Premises shall be closed and locked when the Licensed Premises are not in use. Further, Licensee before closing and leaving the Licensed Premises at any time must close all windows and doors and secure the Licensed Premises. No additional locks or bolts of any kind shall be placed upon any of the entrance or interior doors or windows by Licensee nor shall any changes be made in existing locks or the mechanisms thereof without prior written approval of County, and in the event of an approved change shall provide County with keys to the facility. Licensee shall, upon the termination of this License, return to the County all keys of the Building, Leased Premises, offices, and bathrooms, either furnished to, or otherwise procured by, the Licensee, and in the event of the loss of any keys so furnished the Licensee shall pay to the County the cost to re-key such locks.

I. Licensee must inform all occupants of the Licensed Premises as to the safe and proper operation of all appliances and equipment in the Licensed Premises.

J. The Licensee is responsible for on site management of the Licensed Premises and must keep posted, in a conspicuous place within the Licensed Premises, the Licensee's responsibilities and obligations as specified in the Contract

K. The Licensee must not strip, overload, damage, or deface the Licensed Premises or any part of the premises of which the Licensed Premises are a part, including, but not limited to, hallways, stairways, or elevators.

L. The Licensee must not permit any trade or occupation to be carried on or use made of the Licensed Premises outside the scope of this License and the Contract. Further the Licensee agrees to and must obey any and all federal, state, county and local laws and regulations relating to its operation of business on and in the Licensed Premises and premises of which the Licensed Premises are a part.

M. The Licensee must not move any furniture or equipment which is the property of the County into or out of the Licensed Premises without the County's prior written consent.

N. All terms and conditions not otherwise specified in this License agreement, the County's covenants shall apply to those terms and conditions set forth in Exhibit C.

15. DESTRUCTION OF LICENSED PREMISES: Intentionally Omitted.

16. DEFAULT: Licensee shall be considered in default of this License and the County may terminate this License upon the occurrence of any of the following, in which event Licensee shall immediately vacate and surrender the Licensed Premises in the condition as required under this License. Licensee shall be responsible for and shall assume any liability or costs imposed on the County by Landlord resulting from any Licensee default:

- i. Failure to perform under any term, covenant or condition of this License;
- ii. The commencement of any action or proceeding for the dissolution or liquidation of Licensee, or for the appointment of a receiver or trustee of Licensee's property;
- iii. The making of any assignment for the benefit of Licensee's creditors;
- iv. The abandonment of the Licensed Premises by Licensee;

- iv. Any default or breach of the terms and conditions of the Contract which is not cured prior to the expiration of any applicable notice and cure period;
- vi. Use of the Licensed Premises by the Licensee or with the consent of Licensee, for uses other than the Permitted Uses; or
- vii. The intentional use of the Licensed Premises by Licensee or by Licensee's agents, employee, contractors, or guests, for any unlawful purpose.

17. ACCESS:

a. County Access: Licensee shall allow County and County's employees or agents access to the Licensed Premises at all times for the purpose of inspection, or for the purpose of performing any work or services required to be performed by County under this License, or for any other purpose which County considers necessary or desirable.

b. Landlord Access: Licensee will allow Landlord or Landlord's agents to have access to the Lease Premises upon reasonable notice, except in the event of emergency to Licensee and at all reasonable times for the purpose of inspection or in the event of fire or other property damage, or for the purposes of performing any maintenance and repairs Landlord may consider necessary or desirable; or for the Landlord to show the Leased Premises to prospective tenants during the 12 months preceding expiration of the Lease term and to prospective purchasers and mortgagees at all reasonable times upon reasonable notice to County; provided, however, Landlord shall not interfere with County's use of the Leased Premises. Notwithstanding anything contained in this subparagraph to the contrary, Licensee acknowledges and agrees that Landlord shall enjoy its right to the access the Licensed Premises as set forth in the Lease.

18. SURRENDER OF POSSESSION: Licensee covenants and agrees that at the expiration or other termination of this License, it shall remove all goods and effects from the Licensed Premises not the property of County, and return to County the Licensed Premises and all keys, locks and other fixtures connected therewith (except property belonging to Licensee), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Licensee is not herein expressly made liable excepted. Licensee shall pay for all

damages due to any waste, misuse, or neglect of said Licensed Premises, its fixtures, and appurtenances, by said Licensee, its agents, employees, guests or invitees. Licensee agrees to indemnify County for any loss or liability it may sustain as a result of Licensee remaining in possession of the Licensed Premises after the expiration or other termination of this License.

19. NOTICE OF ACCIDENTS, DEFECTS OR DAMAGES: Licensee shall give to the County prompt verbal notice of accidents in or damages to the Licensed Premises, and, within twenty-four (24) hours, the Licensee shall follow-up with a detailed written report of such accidents or damages. License shall provide notice by contacting the County's Division of Facilities Management-Customer Service number at 240-777- 7777. This number can be used 24 hours/7 days per week.

20. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the Parties that Licensee, at Licensee's expense, shall promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government, or any municipality in which the Licensed Premises are located, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office (the "Applicable Laws"). In no event shall Licensee be liable for any violations of Applicable Laws with respect to the Licensed Premises which are existing as of the Commencement Date. The County shall be required to ensure that the Building and the land upon which the Building is located are in compliance with all Applicable Laws.

21. WAIVER: The waiver of at any time by either of the Parties of any particular covenant, condition, obligation, or duty under this License shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver must not be construed or understood as waiving any further or other rights of either Party.

22. NON-DISCRIMINATION: The Licensee agrees to comply with the non-discrimination policies in County contracts as required by Section 11B-33 and Chapter 27 of the Montgomery County Code (2014), as amended, as well as all other federal, state and local laws and regulations regarding discrimination. By signing this License Agreement, the Licensee assures the County that in accordance with applicable law, it does not, and

agrees that it will not engage in any discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations.

23. PUBLIC EMPLOYMENT: The Licensee understands and agrees that unless authorized under and Chapter 19A and Sections 11B-52 of the Montgomery County Code 2014?, as amended, that it is unlawful for any person or entity transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

24. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail and shall be deemed to be effective when received or refused by the addressee. Notices to the respective Parties shall be addressed as follows:

Licensee:

The Tree House Child Advocacy
Center of Montgomery County MD, Inc.
7300 Calhoun Place, Suite 700
Rockville, Maryland 20855

Attn: Executive Director

County:

Montgomery County, Maryland
Department of General Services
Office of Real Estate
101 Monroe Street, 9th Floor

Rockville, Maryland 20850
Attn: Director of Real Estate

With a copy, that does not constitute Notice to:

Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

25. RESIDENT AGENT: The Resident Agent for the Licensee is

Rismiller Law Group, LLC and the address for receipt of notices and service of process is 51 Monroe Place, Suite #1406, Rockville, MD 20850. Licensee must immediately notify County of any change in resident agent or address as provided herein.

26. PROHIBITION OF HAZARDOUS SUBSTANCES: Licensee will not use or permit the Licensed Premises to be used in violation of any Environmental Laws, now or hereafter, will it use, generate, release, store, treat, dispose of, or otherwise deposit, in, on, or about the Licensed Premises or Building any Hazardous Substances, nor will it permit or allow any third party to do so without the County's prior written consent. The foregoing shall not preclude Licensee from using materials commonly used in the course of performing the Permitted Use, provided that Licensee properly uses, handles and disposes of the same in accordance with applicable law and the manufacturers' instructions with respect thereto. The Licensee agrees not to store or bring hazardous substances onto the Licensed Premises. The term "hazardous substances" shall mean any substance, chemical, waste, product or the like which now or in the future is identified as hazardous, toxic, dangerous or the like, or is regulated or otherwise subject to any Environmental Laws, including, but not limited to, asbestos, polychlorinated biphenyls, urea formaldehyde insulation, and any substance which requires reporting, registration, notification, removal, abatement or special treatment, storage, handling or disposal under any Environmental Laws. The term "Environmental Laws" shall mean all existing and future Federal, state and local laws, regulations, ordinances and the like relating to the environment, as amended from time to time. Environmental Laws currently include, but are not limited to, the following: the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 et. seq.) ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 et. seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§11001, et. seq.) ("EPCRA"), the Occupational Safety and Health Act of 1970 (29 U.S.C. §§651 et. seq.) ("OSHA") and the Toxic Substances Control Act (15 U.S.C. §§2601 et. seq.) ("TSCA"). The Licensee indemnifies the County against any and all claims of any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the Licensed Premises by the Licensee, its agents, contractors or employees or guests.

27. NON-APPROPRIATION: This License shall terminate automatically on July 1 of any year for which the County, for whatever reason does not appropriate funds to pay for the services specified in this License or its obligations under the Lease. The

Licensee shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

28. AMERICAN DISABILITIES ACT REQUIREMENTS: County and Licensee agree that any future modifications made to the Licensed Premises shall be made in conformance with the requirements of the Americans with Disabilities Act, the Federal Fair Housing Act, and all safety and accessibility requirements in Federal, State, and County Laws and regulations. Licensee must obtain all required permits prior to making any modifications to the Licensed Premises and must comply with all applicable Building and Safety Codes.

29. EMINENT DOMAIN: The Licensee is not entitled to any condemnation award granted to the Landlord as owner of the Licensed Premises, or to the County as lessee under the Lease. In the event that the Licensed Premises shall be taken by any governmental or quasi-governmental authority pursuant to its power of eminent domain or sold under threat of such taking, the Licensee will not be entitled to recover from the County or Landlord any capital expenditures for improvements and betterments made by the Licensee to the Licensed Premises at the Licensee's expense.

30. FORCE MAJEURE: Neither Party will be deemed in default with respect to the performance of any terms, covenants, and conditions of this License if same shall be prevented due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or upsurged power, sabotage, inability to obtain any material or service, through natural or other cause beyond the control of either party, or an extraordinary intensification of the current pandemic or a new pandemic beginning after the date hereof, governmental closures for health and safety; provided, however, that this provision shall not excuse any non-payment of License Fees. For purposes of this provision, lack of funds shall not be considered a cause beyond the control of a Party.

31. ENTIRE AGREEMENT: This License (which contains and includes the Exhibits) is the entire agreement between the Parties, and no representations, inducements, or agreement, oral or otherwise, between the Parties not contained in this License shall be of any force or effect.

32. MODIFICATION: This License (other than the Rules and Regulations, which may be changed from time to time) must not be modified in any manner except by an instrument in writing executed by both Parties with the same formality as this License.

33. GOVERNING LAW: This License and its performance is to be governed, interpreted, construed and regulated by the laws of Montgomery County and the State of Maryland.

34. CLAIMS: Any action brought by or on behalf of either Party in connection with the performance of this License must be filed and maintained in a court of competent jurisdiction in Montgomery County, Maryland. The Parties hereby waive their right to a trial by jury in any legal action relating to this License.

35. PARKING: As per the terms and conditions reflected in the Article 9. Parking. of Exhibit C, the County has allowed the Licensee to have full use of the parking facilities which are a part of the Licensed Premises as of the date of execution of this License. Parking for the Licensee and any other occupants of the building, their staff, clients and guests will be confined to the surfaced parking areas in existence as of the date of execution of this License.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this agreement to be properly executed.

WITNESS:

By: *Adhine C...*

COUNTY: MONTGOMERY
COUNTY, MARYLAND

By: *Fariba Kassiri*

Name: Fariba Kassiri
Title: Deputy Chief Administrative Officer

Date: 1/28/22

WITNESS:

By: _____

LICENSEE:
THE TREE HOUSE CHILD
ADVOCACY CENTER OF
MONTGOMERY COUNTY, MD, INC.

By: *Charles D. Regan, Jr.*

Name: Charles D. Regan, Jr.
Title: President, Board of Directors

Date: January 20, 2022

APPROVED AS TO FORM &
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

By: *Neal Anker*
Neal Anker
County Attorney Associate

Date: 1/21/2022

RECOMMENDED:

By: *Cynthia Brenneman*
Cynthia Brenneman, Director
Office of Real Estate

Date: 01/20/2022

EXHIBIT A
Lease Agreement Between the County and EB Rockville, LLC

EXHIBIT B
Leased Premises

EXHIBIT C
Contract # 1100369